




TO: BOARD OF DIRECTORS 

FROM: STEVE LIDGARD, EXECUTIVE DIRECTOR – BUSINESS SERVICES

SUBJECT: MEMORANDUM OF UNDERSTANDING- STILLAGUAMISH TRIBE OF INDIANS

DATE: FEBRUARY 16, 2021

TYPE: ACTION NEEDED

Attached is a Memorandum of Understanding between the Stanwood Camano School District and the Arlington School District and the Stillaguamish Tribe of Indians, to work collaboratively in the administration of COVID-19 Vaccinations to recipients. The parties are cooperating to establish a vaccine clinic to administer vaccines to district employees and other individual authorized under tribal policy to be vaccinated.

Recommendation:

We recommend the board move to approve the Memorandum of Understanding with the Arlington School District and the Stillaguamish Tribe of Indians.

## **Memorandum of Understanding**

### **Between**

**Stanwood Camano School District #401 and Arlington School District #16**

### **and**

**Stillaguamish Tribe of Indians**

#### **I. PURPOSE:**

The purpose of this Agreement is for the Stanwood and Arlington School District ("the Districts") and The Stillaguamish Tribe of Indians ("Stillaguamish"), a federally recognized Indian Tribe, to work collaboratively in the administration of COVID-19 Vaccinations to recipients. The Parties recognize that COVID-19 is a global pandemic and has created a national emergency. The Parties agree that promoting, protecting, and maintaining the health and safety of their respective communities is best achieved through a cooperative effort to dispense and administer the COVID-19 vaccinations. The parties are cooperating to establish a vaccine clinic to administer vaccines to district employees and other individuals authorized under tribal policy to be vaccinated. The clinic will be held each Friday for eight weeks at a facility provided by Stillaguamish. The program will start on February 5, 2021, and continue until March 26, 2021, unless otherwise agreed to by the Parties.

#### **II. STILLAGUAMISH AGREES TO:**

- A) Oversee, supervise, and administer the vaccine program, including supplying, distributing, storing, dispensing, and administering the COVID-19 vaccine.
- B) Provide competent and qualified medical personnel to supervise and oversee the administration of COVID-19 vaccinations.
- C) Provide an appropriate facility, area, or land for the administration of the vaccine program.
- D) Provide pre-screening and consent forms as required by law and in conformity with any guidance from applicable state or federal agencies, and as recommended by qualified medical personnel, preparing recipients for the vaccine.
- E) Keep the medical information of all recipients confidential consistent with state, federal, and tribal law and retain copies of all medical screening and consent forms consistent with state and federal law.
- F) In administering COVID-19 vaccinations, qualified medical personnel provided by Stillaguamish to oversee and supervise the program shall adhere to all applicable state and federal laws governing vaccine administration.

#### **III. THE DISTRICTS AGREE TO:**

- A) Provide personnel to assist in various clerical administrative functions, including collecting and reviewing consent forms on the days and at the location the vaccinations will be administered. The number of personnel and times available will be agreed to by the Parties.
- B) Each district will provide registered nurses to assist in the administration of vaccines under

the supervision and oversight of the qualified medical professional Stillaguamish provides. The number of registered nurses and the dates of their involvement will be agreed to by the Parties.

- C) Provide volunteers to assist in the logistics of the vaccination program, such as traffic control and other miscellaneous tasks necessary for the orderly operation of the vaccination program.
- D) Keep the medical information of all recipients confidential consistent with state and federal law.
- E) Provide Stillaguamish Tribe with copies of medical licenses and evidence of coverage for professional liability for registered nurse volunteers.

#### **IV. COMPLIANCE WITH APPLICABLE LAW**

- A) The Parties agree to comply with all applicable federal, state, tribal, and local laws, rules, and regulations, including those pertaining to nondiscrimination. During the performance of this Agreement neither Party shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the administration or delivery of services or any other benefits under this Agreement.
- B) During the performance of the Agreement, Stillaguamish shall be knowledgeable of, remain current, and comply with all applicable existing and developing health and safety guidelines, recommendations, and orders related to the COVID-19 public health emergency issued by the Public Health Department for Snohomish County, Washington State Department of Health, and US Center for Disease Control.

#### **V. INSURANCE, INDEMNITY AND LIABILITY**

- A) Each Party shall maintain liability insurance, including professional practices liability insurance for the protection and handling of its liabilities, including injuries to persons and damages to property in the minimum amount of 1 million dollars for any claims arising out of this program.
- B) Stillaguamish releases and agrees to defend, indemnify, and hold harmless the Districts, and their respective officials, officers, agents, and employees ("Indemnified Parties") from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses of whatsoever kind and nature including but not limited to bodily injury, property damage, COVID-19 claims and reasonable attorney fees ("Indemnified Claims") that arise out of: (i) the negligent acts or omissions of Stillaguamish (and its officials, officers, agents, subcontractors and employees acting within the course and scope of their employment); (ii) the use by the facility provided by Stillaguamish; or (iii) arising out of the vaccination program except for those injuries and negligence caused by the sole negligence of the Districts.
- C) The Districts release and agree to defend, indemnify, and hold harmless the Stillaguamish Tribe and its respective officials, officers, agents, and employees ("Indemnified Parties") from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs, and expenses of whatsoever kind and nature including but not limited to bodily

injury, property damage, COVID-19 claims and reasonable attorney fees ("Indemnified Claims") that arise out of the (i) the negligent acts or omissions of the Districts (and their officials, officers, agents, subcontractors, and employees acting within the course and scope of their employment) or (iii) arising out of the vaccination program except for those injuries and negligence caused by the sole negligence of the Stillaguamish Tribe.

D) Each Party to this Agreement agrees to cooperate fully. The Parties cooperation will include, but is not limited to, the following:

- 1) Immediate notification to the other parties of any accident or incident resulting in personal injury, damage or having the potential for liability;
- 2) Immediate notification to the other parties of any claim made against it alleging liability;
- 3) Permit parties of this Agreement to conduct a parallel independent investigation of any incident; and/or
- 4) Make personnel and records available for purposes of the investigation or defense of any claim and/or legal proceeding to the extent permitted by law.

#### **VI. NON WAIVER CLAUSE:**


Nothing in this cooperative Agreement is intended nor shall it be construed or deemed to limit, the scope of Tribal or state jurisdiction or authority. Nothing in this agreement is to be construed as a waiver of the Stillaguamish Tribe's Sovereign Immunity. By signing this agreement, no party waives its sovereign immunity.

#### **V. TERMINATION:**

- A) This MOU shall remain in effect until terminated as provided herein. Any Party can withdraw from this Agreement by giving written notice to the others. Otherwise, this MOU will remain in effect until March 26, 2021, which is the anticipated date of completion of the program. The individuals executing this agreement warrant that they are authorized to do so on behalf of their respective Party.

Effective this 5th day of February 2021.

**STANWOOD CAMANO SCHOOL DISTRICT #401**

By: 

**ARLINGTON SCHOOL DISTRICT #16**

By: \_\_\_\_\_

STILLAGUAMISH TRIBE OF INDIANS

By: Edward J. Wurtz  
Edward J. Wurtz  
Executive Director  
Stillaguamish Tribe of Indians